



STATE OF TENNESSEE
Department of Education

**REQUEST FOR PROPOSALS # 33111-00320
AMENDMENT # 5
FOR ASSESSMENT ITEM AND TEST FORM
DEVELOPMENT**

DATE: April 3, 2020

RFP # 33111-00320 IS AMENDED AS FOLLOWS:

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.**

Event	Time (central time zone)	Date	
1. RFP Issued		2/24/20	COMPLETED
2. Disability Accommodation Request Deadline	2:00 p.m.	2/28/20	COMPLETED
3. Pre-response Conference	9:00 a.m.	3/6/20	COMPLETED
4. Notice of Intent to Respond Deadline	2:00 p.m.	3/9/20	COMPLETED
5. Written "Questions & Comments" Deadline	2:00 p.m.	3/17/20	COMPLETED
6. State Response to Written "Questions & Comments"		4/3/20	COMPLETED
7. Response Deadline	4:30 p.m.	4/15/20	REVISED
8. State Schedules Respondent Oral Presentation		4/17/20	REVISED
9. Respondent Oral Presentation	8:00 a.m. - 4:30 p.m.	4/22/20 through 4/28/20	REVISED
10. State Completion of Technical Response Evaluations		5/7/20	REVISED
11. State Opening and Scoring of Cost Proposals	4:30 p.m.	5/11/20	REVISED
12. Cost Negotiations		5/12/20 through 5/18/20	REVISED
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	5/28/20	REVISED
14. End of Open File Period		6/4/20	REVISED
15. State send contract to Contractor for signature		6/5/20	REVISED
16. Contractor Signature Deadline	2:00 p.m.	6/10/20	REVISED

- 2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
1	1	1.1	The RFP mentions an ALT assessment for US history. Should respondents assume that this is a requirement?	Yes, respondents should assume this is a requirement.
2	1	1.1.2	Can you confirm that the total budget by year may vary provided that the total for the five years does not exceed \$50M?	The \$50M estimated total liability should not be assumed to be the final, total maximum liability. Vendors should use their best judgment in reviewing the items and bidding appropriately. Total bids may exceed \$50M, although total cost will be weighted in the scoring of proposals. The total budget for the cost proposal may vary year over year. It is not expected that each year be equal, as costs may change, and assessments may differ.
3	3	1.4.9	Please clarify the State's expectations regarding the independent verification of all data and information provided in Section 1.4.9 of the RFP.	Respondents are expected to conduct their own due diligence and research on any information provided by the State in the RFP or subsequent amendments as respondents are preparing their proposals for submission. The State has no expectation for what this verification, if deemed necessary by the respondent, should look like.
4	5	2.1	The schedule of events lists a cost negotiation phase. Can TDOE please provide a description of the format and purpose of this negotiation?	Cost Negotiations may be a result of Amendment 5 RFP section 5.2.3.
5	8	3.3.3	Section 3.3.3 states that alternative goods or services not required by the RFP must not be offered. However, Section 3.6 states that any proposed additional services not required by the RFP must not involve additional costs. May additional goods or services not required by the RFP be proposed if no additional costs are proposed?	Yes. Additional goods or services not required by the RFP may be included in a proposal but may NOT be included as an additional cost in the cost proposal.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
6	5	Pro Forma Contract A.7.b.6.i	Regarding the requirement of the assessment of mathematics items “separately” and “together”: Is this referring to the development of item sets associated with a common stimulus or of composite items that comprise two parts (e.g., an item that requires the student to solve a problem and then describe their reasoning).	Yes, this language could apply to either type of item mentioned. The State and the awarded contractor will determine item type, item stimuli, and numbers of each in advance of new item development.
7	9	Pro Forma Contract A.7.d.4	Regarding interim assessments, we understand TDOE’s desire to allow for flexibility in constructing interim assessments. These assessments are also expected to be able to “evaluate student performance and growth.” Is it accurate to assume that this requirement applies only to the vendor-created interim forms made available to classroom teachers, and that interim assessments created locally by teachers will not be held to this standard?	Yes. Evaluation of student growth will not be an expectation of teacher created assessments.
8	15	Pro Forma Contract A.27	Will TDOE please provide an estimate of the frequency that TDOE anticipates requesting the vendor to conduct cognitive labs?	Only as needed based on peer review requirements. Respondents should expect to conduct cognitive labs only if there are significant changes to the design of an assessment or significant changes to state standards that necessitated changes to documentation submitted for peer review. This may be expected for one to three content areas over the life of the contract.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
9	15	Pro Forma Contract A.28	Regarding the TAC participation in observation of special activities—such as item reviews, standard setting, or scoring meetings—how should responders propose for a standard number of these activities for the purposes of costing?	Respondents are free to propose frequency that is in alignment with their normal recommended best practices. Alternatively, respondents may use evaluation factors outlined in the Cost Proposal & Scoring Guide as estimates. For example, a respondent may assume two in-person TAC meetings annually, annual item review committee meetings by grade and subject area, and standard setting meetings only once every 3-5 years for each assessment subject/grade.
10	16	Pro Forma Contract A.30	Can TDOE indicate if it expects that learning progression maps will be reviewed and refined by the contractor or whether these maps are to be created?	There currently are no learning progression maps for Tennessee standards, so at least some would need to be created by the awarded contractor over the life of this contract.
11	18	Pro Forma Contract A.36	Regarding the guide for item release, does TDOE have a current version of such a guide to provide additional context in evaluating the level of effort needed to produce such a document? If not, can TDOE reference a publicly available guide that meets TDOE's expectations for the TCAP program?	In the past, TDOE has released an annual "Item Release" document for each grade and subject area. An example document can be found online at https://www.livebinders.com/media/get/M Tk1ODY0ODM= . Additional grade and subject area documents can be found on Tennessee's Assessment Development LiveBinder site at https://www.livebinders.com/b/2426642 , under "TCAP Item Release 18-19". The State would be open to recommendations for improvements of these guides.
12	18	Pro Forma Contract A.36	Regarding the provision of annotations for released items: The description of materials that accompany released items includes distractor rationales, answer keys, annotations, and item difficulty. This description applies to selected-response and technology-enhanced items. Are annotations developed in addition to complete distractor rationales for selected-response and technology-enhanced items.	The purpose of item annotation is to provide meaningful information to educators. We expect annotations to be appropriate for the item type.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
13	23	C.7	Please confirm the grades and content areas for the interim assessments? C.7 only references grades 3-8, but A.7.c includes the end-of-course assessments.	The following assessments will have interim assessments: 3-8 math, 3-8 ELA, 3-8 Science, 6-8 social studies, Algebra I, Algebra II, Geometry, Integrated Math I, II, and III, English I and II, Biology, and US History. Additional grades and subjects may be added through the Change Order or Amendment request process.
14	xxxiv	Attachment 6.3 Cost Proposal	Regarding Accommodated TAPS (A.21): What is the average page count for this publication?	The average page count for the Accommodated TAPS is 90 pages.
15	xxv	Attachment 6.3 Cost Proposal	<p>The cost proposal includes a line item for Item Release & Guide (A.36), but not for Full Test Form Release & Guide (A.38).</p> <p>Should the price for Item Release and Full Test Form Release be the same, with both assumed to be included in the one line item for payment?</p>	Yes. An Item Release Guide will be expected for each assessment each year, the scope and scale of the release (between 30% to 100% of items) will be dependent on the schedule of transition to full-form release for a given assessment. The format and design of the document and the information included is not expected to change, only the percentage of the items in the assessment. It is the intent of the State to release as many items as possible to educators.
16		Attachment 6.3 Cost Proposal	Following the structure of the cost proposal, with line item units being multiplied by evaluation factors, is the cost proposal designed to total a \$10 million annual budget?	No, not necessarily. This is not the assumption for an annual budget, which may vary year-to-year. Respondents may expect line item units will be multiplied by the listed evaluation factors.
17		Attachment 6.3 Cost Proposal	Please confirm that after units are summed and multiplied by the evaluation factor, is the resulting value not to exceed \$50 million?	Respondents should bid their best estimate. Bids may exceed \$50 million, but total cost will be weighted in the scoring of proposals.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
18		Attachment 6.3 Cost Proposal	Please explain the evaluation factors presented. Are they associated with deliverable quantities? How does the application of these factors impact the evaluation of costs? For example, for Item Development – Selected Response, does 9,000 signify units or a ratio of the weighted score or does it signify something else? Can you please explain?	<p>Yes, evaluation factors should be assumed to be closely tied to potential deliverable quantities. For example, expect new selected response item development ordering of around 9,000 items annually. According to the cost proposal worksheet, the State will multiply the total of the five years' costs for a given deliverable by the evaluation factor to come to an evaluation cost. These costs will be summed to create the total evaluation cost amount. Each respondent's cost amount will be compared to the lowest evaluation cost amount from all proposals to determine a score, as outlined in Attachment 6.3.</p> <p>Weights of the cost proposal are outlined in Section 5.1. Evaluation Categories & Maximum points. Cost proposal represents 30 points of 100 points possible. For more details on the Cost Proposal Evaluation, see section 5.2.2 and Attachment 6.3.</p>
19		Attachment 6.3 Cost Proposal	C.26 indicates an annual development plan of 8,000 items (with 50% overage for a total of 12,000 items) but the Cost Proposal indicates a total of 9,400 items. So that all respondents are planning appropriately, please confirm the annual development expectations.	<p>At this time, these numbers are estimates of potential need. Respondents should be prepared to develop up to 12,000 items in a given year, recognizing that new item development counts each year will be based in part by needs determined by the previous year's field test results and may fluctuate year to year. The state will pay only for those items that meet all expectations and make it all the way through final committee reviews, as outlined in the pro forma contract.</p>
20			Is the State planning to extend the response deadline since the pre-response conference was delayed by three days? Is the State anticipating that the response deadline will be extended or the award will be delayed as a result of any impacts from COVID-19?	<p>The dates were revised in RFP Amendment 4 and are confirmed in Amendment 5.</p> <p>This has been posted publicly on the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-supplier-information/request-for-proposals--rfp--opportunities1.html</p>
21			Is the current vendor responsible for providing items that will be field tested in 2020–2021? Or is the vendor that is awarded this contract	<p>The State's current development vendor is preparing items to be field tested for 2020-21. The vendor awarded this</p>

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			responsible for providing items that will be field tested in 2020–2021?	contract will conduct new item development for field testing in 2021-22.
22	p. 2 of 89		The assessments covered by this contract as listed in Section 1.1 do not completely align with the assessments listed in Section A.39.a (p. 61 of 89). Can the State provide clarification about the differences in the assessments listed in the two sections?	In the original RFP, Alternate U.S. History was inadvertently left out of Pro Forma Contract Section A.39. Please see the amended language below. Additionally, this contract should cover potential grades and subject areas not currently part of the TCAP program if these assessments are deemed necessary by the State Board of Education in the future.
23	p. 22 of 89	B.14	Other than B.14, what components of Section B also apply to subcontractors?	B.14. is the only question in RFP Attachment 6.2. Section B that requires information specific to subcontractors. However, Respondents should provide information relating to subcontractors as appropriate when responding to other questions. The awarded contractor will be solely responsible for compliance with all contract requirements, notwithstanding the use of subcontractors.
24	p. 23 of 89	B.17	Please provide clarification on whether subcontractors need to provide references as outlined in B.17.	No. Respondent may provide references for subcontractors, but B.17. asks for references for the Respondent, as the awarded contractor will be the prime.
25	p. 27 of 89	C.9	Given the desire for short forms to be administered throughout the school year at the discretion of the teacher, what are the expectations for the formative assessments for the Reliability and Validity as outlined in the bullets for C.9?	With shorter formative assessments, there may be reductions in reliability and/or validity. The expectations are that the respondent understands these tradeoffs and can demonstrate how they have produced and plan to provide meaningful and useful assessments and measurements of student learning across different assessment types.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
26	p. 60 of 89	A.31.g	The Contractor shall work with the existing Assessment development and Administration Vendor to ensure all copyrighted licenses held by these vendors are transferred to the Contractor. The Contractor shall assume these copyright licenses and maintain them through the end date of this Contract. Do all transferred licenses extend through the end of this contract, or will the Contractor be required to renew them at some point during this contract? If the latter, please provide information on current licenses that will require renewal—original terms of use, duration and cost of license.	The State will provide more detailed information about existing licenses to the awarded contractor. The State, in conjunction with the current development vendor, works with the Copyright Clearance Center to provide annual maintenance of most licenses. Respondents can estimate this cost to be \$130,000 annually.
27	pg. 48 of 89	A.7.a (3)	What are the expectations for alternate versions for the formative (i.e., Braille, Large Print, computer-based, or paper-based)?	The State expects that the awarded contractor will propose, and the State will approve, plans for ensuring students requiring alternative forms have appropriate access to formative assessment content.
28	pg. 50 of 89	A.7.c (9)	Do the requirements outlined in this section for the Test Form Planner apply to the formative assessments? A.37 (pg. 61 of 89) indicates that the formative items will be developed using the same item development process as items on the operational form, with the exception of a field-testing requirement. Without field test data, it will not be possible to provide the psychometric data requested in the test form planner. Please clarify the expectations for the test form planners for the formative assessments. Are subsequent test form planners expected to include psychometric data based on data collected from	Formative assessments may be created from items previously administered in summative assessments and, if so, test form planners may contain item-level data. If no item-level data is available, the awarded contractor and the State will agree on expectations for the test form planners in advance of initial delivery outlined in the contract. Psychometric methods used to evaluate items without metadata will be proposed by the awarded contractor and approved by the State.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			administrations of the formative assessments?	
29	pg. 51 of 89	A.7.c (11)	A.7.c (11) (pg. 51 of 89) Please clarify the expectations for paper test booklets for the formative assessments? Or, is the formative to be offered only online?	At this time, formative assessments are anticipated to be offered primarily online, with a potential for educators to “print” and ‘self-score’.
30	pg. 51 of 89	A.7.c (12)	Please clarify the expectations for the provision of reference sheets and manipulatives for the formative assessments.	The same reference sheets and manipulatives prepared for summative assessments should be used for formative. Other reference sheets or reference sheet modifications may be proposed by the awarded contractor for approval by the State if determined necessary.
31	pg. 51 of 89	A.7.d	Please clarify the expectations for the 24 formative assessments in year 1. Is TDOE requesting 24 formative assessments for each content area split across grade levels? What is the total number of formative assessments desired by TDOE for each grade level and content area?	The desired quantity of formative assessments may vary by grade and content. For the first year, these 24 formative assessments will be split across multiple grade levels and contents and will serve as pilot assessments for the future development of the formative assessment program.
32	pg. 52 of 89	A.7.d. (5)	What is the desired annual rate of refreshment for the Interim and Formative Assessments?	Respondents may propose their recommended rate of refreshment.
33	pg. 54 of 89	A.12.a	Given the focus of the formative assessments is to inform instruction, is there a desire to assess foundational skills for ELA at any grades other than grade 2?	The State reserves the right to consider assessing foundational skills for ELA in other grades but has no plans at this time.
34	pg. 55 of 89	A.15.d	The RFP specifies that the Contractor shall submit 50% more items than the quantity required for test development. Does the 50% overage apply to the number of items submitted for content review or the number of accepted items after content review?	The number of items submitted for review. This ensures that the State is able to hit its goals for total number of field-test ready items given expected attrition through content review and committee review.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
35	p. 61 of 89	A.39.c	EOCs are administered two times per year: fall and spring. Are embedded field test items included in both the fall and spring administrations or only in the spring administration?	Field test items are only included in spring forms. The State does not currently plan to field test items during fall administration.
36			The budget template does not provide a line item for passage/phenomenon/stimuli development nor permissions. A SR item (for example) requiring a stimuli or passage is far more expensive to develop than one without if that cost must include both the passage development and permissions costs. With the ability to provide only a single SR price we would need to set that price to include these costs. We would like to provide the state the benefit of a lower per item cost when no stimuli/passage/nor phenomenon is needed by having a place to separately cost these resources, leaving the per item cost to capture just the cost of the item development. Can the budget template be adjusted to include separate per item pricing for passages/phenomenon/stimuli and permissions?	The State has amended RFP Attachment 6.3 Cost Proposal & Scoring Guide and RFP Attachment 6.6 Pro Forma Contract to include line items for the development of passages and/or stimuli and associated item sets.
37			My question is about MBE/WBE status. We have been certified as a WBE in Tennessee in the past, and we submitted an application to update our certification a couple weeks ago. It is currently pending, and we expect it to be approved prior to the deadline for proposal submission. The question is whether a business needs an approved certification at the time of proposal submittal or if the certification only needs	When responding to the Diversity Language MBE/WBE status, an approved certification is not a requirement of the solicitation. If your company is currently certified, you should address the question as such. If you have submitted an application for certification, include that information in your response.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			to be approved prior to contract execution.	
38		General	Given that state agencies and other potential references are currently responding to the COVID-19 pandemic, would the TDOE consider accepting contact information for references at this time and accepting the reference questionnaires at a later date?	The State has approval to accept electronic submissions of RFPs and references to accommodate respondent concerns relating to submitting materials during the COVID-19 pandemic.
39		General	Are interim/formative assessments for alternate assessments required for this contract?	No, these are not currently required. However, a respondent is free to address recommendations for the development of these items in their narrative response (although this is not required). Any future development for these items would be added to this contract through the Change Order or Amendment process and should not be included in a respondent's Cost Proposal.
40	5	Section 2, RFP Schedule of Events	Will the TDOE consider providing responses to RFP questions earlier than March 27 to give respondents more time to adjust their proposals?	Responses will be released per the RFP Schedule of Events.
41		Attachment 6.3, Cost Proposal & Scoring Guide	Please provide an Excel version of the Cost Proposal.	Excel Cost Proposal provided. This has been posted publicly on the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information/request-for-proposals--rfp--opportunities1.html
42	6–8	Attachment 6.6, Pro Forma Contract Section A.7.c.	Is the Item and Test Form Development contractor responsible for the creation of scannable answer documents?	No. The State currently expects the administration vendor to be responsible for the creation of scannable answer documents.
43	6–8	Attachment 6.6, Pro Forma Contract Section	For test forms, are contractors to include answer choice cards to accompany each alternate test form, as is	Yes. Respondents should include answer choice cards for each Alternate test form including both operational and practice tests.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
		A.7.c	current practice? Would this also be true for the alternate practice tests?	
44	15	Attachment 6.6, Pro Forma Contract Section A.20	Please confirm that, for TAPS which include secure test content (i.e., grade 2 ELA, grade 2 mathematics, and all alternate assessments), contractors should cost for one TAPS per test form version.	Respondents should provide one secure TAPS per test form version for all administrations.
45	16	Attachment 6.6, Pro Forma Contract Section A.31	Please confirm that the State does not expect to own third-party permissioned passages and stimuli and does not expect to have ownership transferred to the State.	The State does not expect to own copyrighted third-party passages. Please see section A.31. Intellectual Property, Work for Hire, and Copyright Permissions for copyright transfer expectations for licensing. If stimuli are created as part of item development, these will be considered owned by the State. The awarded contractor may propose for State approval the usage of copyrighted non-passage stimuli, whose usage rights would follow the same permissions requirements as passages.
46	17	Attachment 6.6, Pro Forma Contract Section A.33	<p>This section of the RFP references C.25, which appears to describe current alternate assessment program requirements.</p> <p>Please clarify if A.33 requires respondents to support new alternate requirements as part of this RFP. If so, please provide details of this requirement. If not, please confirm that all new alternate assessment requirements will be forthcoming and therefore will be handled in accordance with the change order process detailed in Section A.43.</p>	If the State determines new alternate assessment program requirements are needed, it will handle in accordance with the change order process. The State does not currently have plans to revise alternate assessment options.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
47	21	Attachment 6.6, Pro Forma Contract Section A.43	<p>We understand that respondents must submit pricing for all RFP-required deliverables. Please confirm that all cases in which “additional services” are not specified in the RFP, and for which prices are not included in the respondent cost proposal—, will be handled in accordance with the change order process outlined in RFP Section A.43.</p> <p>For example, in Section A.34, following an outline of the State’s requirements for TCAP practice tests, the RFP states the following:</p> <p>“At the State’s request, new practice Test Forms will be developed by the Contractor at no additional expense, to ensure alignment with the operational tests. Practice Test Forms will be made available in computer-based and paper-based format for all state Assessments, and in Braille and large-print for all state Assessments upon request by the State.”</p> <p>Please confirm that new, additional requests for services (e.g., new practice test forms cited in the example above) shall be subject to the change order process outlined in the RFP.</p>	<p>The costs for additional services which are not required in the pro forma contract or included in the cost proposal worksheet would be agreed upon in accordance with the change order process outlined in pro forma contract section A.43.</p> <p>In reference to the specific example cited in the question, practice tests are required for each assessment annually and a price for these practice tests is included in the cost proposal worksheet. If during the course of a year an update to an existing practice test is determined to be needed, the awarded contractor would make that revision at no additional cost to the State, per the pro forma contract.</p>
48	21–22	Attachment 6.6, Pro Forma Contract Section A.44	Please confirm that this warranty relates to only those goods or services which the respondent/contractor is solely responsible for providing.	Pursuant to Section D.7, the prime contractor is responsible for compliance with all terms and conditions of the contract. Section A.44. Warranty applies to all goods and services provided by the Contractor, whether through the prime or an approved subcontractor. The contractor will not be held responsible for goods or services provided by the state’s administration vendor except to the extent that they are based on goods or services provided by this contract.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
49	22	Attachment 6.6, Pro Forma Contract Section C.3	Please confirm that this is a fixed unit price contract and, in accordance with the Uniform Guidance Requirements (previously called A-133), the respondent will be deemed a contractor for federal reporting purposes?	Confirmed. The contract is a fixed unit price and the awarded vendor is considered a Contractor.
50	31	Attachment 6.6, Pro Forma Contract Section D.18	Please confirm that the contractor will not be held responsible for any delay or default to the extent it is caused by the State or its third parties, including but not limited to the State's Administration vendor. If this not correct, please explain.	Confirmed. Any delays caused by the State or the administration vendor will be identified and appropriate updates to the workplan will be made in collaboration with all parties. The awarded contractor will be held accountable for meeting revised deadlines that are agreed upon in advance.
51	32	Attachment 6.6, Pro Forma Contract Section D.19	Does the contractor's indemnification obligation exclude claims arising out of acts, omissions, or negligence of the (1) State of Tennessee, its officers, agents, and employees and (2) its Administration vendor?	The Contractor is providing indemnification only for injuries and damages as a result of its acts, omissions or negligence and of its employees, or any persons acting on its behalf relating to this Contract. The Contractor's indemnification also extends to the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.
52	33	Attachment 6.6, Pro Forma Contract Section D.24	Does the State of Tennessee consider the COVID-19 pandemic to be a Force Majeure event that may potentially impact the Contract and associated deliverables?	The State is monitoring the situation as it develops and would consult with central procurement office legal and other proper authorities before making a determination about whether the Force Majeure provision applies. This would be reviewed on a case-by-case basis, as it is unknown at this time whether the situation would impact some or all of the deliverables in this contract.
53	34	Attachment 6.6, Pro Forma Contract Section D.32	The RFP states, "Any deductible or self-insured retention (SIR) over fifty thousand dollars (\$50,000) must be approved by the State." If the contractor's amount is over \$50 thousand,	The State would be agreeable to the elimination of this requirement so long as the Contractor understands that any deductible or SIR and any premiums are the Contractor's sole responsibility and that the insurance requirements in D.32 do not in any way reduce any liability the Contractor has assumed under this

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			when and how should the contractor ask for approval?	Contract including any indemnification or hold harmless requirements.
54	34–35	Attachment 6.6, Pro Forma Contract Section D.32	Please advise if the subcontractor insurance requirements are to be the same as the contractor's insurance requirement for any level of work that a subcontractor may perform. If not, please advise what insurance, if any, is required by subcontractors.	Yes, the level of insurance is the same. The contract states "Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy."
55	35	Attachment 6.6, Pro Forma Contract Section D.32	The RFP requirement asks for "certified" copies. What is considered a certified copy?	A certified copy is a copy of the original policy made by the insurance company. If a certified copy of a policy is requested by the State, the Contractor would need to contact its insurer, have them make a copy from the original policy that they have on file, stamp it "certified" and send it to the State at the address shown on the COI as Certificate Holder.
56	38	Attachment 6.6, Pro Forma Contract Section E.3	Please confirm that the contractor's obligation only includes any and all claims or suits concerning or arising out of any claim of an alleged, patent, copyright, trade secret, or other intellectual property infringement, due solely to the contractor's deliverables as provided to the State of Tennessee?	Correct. The indemnity obligations in E.3. apply to goods, services, and requirements provided under the Contract.
57	11	4.8.1	If respondent wishes to submit confidential information in their proposal response and does not wish this information to become public, will the state allow the Respondent to designate certain information as confidential so that it will not be disclosed?	Respondents should clearly mark any items it deems as confidential. Consistent with the Open Records Act, Tenn. Code Ann. §§ 10-7-101, <i>et seq.</i> , the State will consider items so marked as confidential to the extent allowable under law.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
58		D.32, Mandatory Terms and Conditions	We believe we have sufficient insurance coverage that may not match exactly with the insurance requirements in the RFP. Will the Respondent who is awarded any contract resulting from this RFP have the opportunity to discuss exact insurance requirements with the State upon award or would the State like the Respondent to include these modifications in their proposal response? Please explain.	The insurance requirements are stated in the pro forma contract. Prior to contract award the awarded Contractor will have to provide a current Certificate of Insurance as required in the pro forma contract D.32. This RFP does not allow for redline of the pro forma contract.
59		E.9, Special Terms and Conditions & Attachment B	Will the State allow the awarded Contractor to negotiate the amount of liquidated damages payable by Contractor under the term of the contract by proposing a reasonable cap to the cumulative total damages payable by the Contractor, either under the full term of the contract or an annual cap? If not, please explain.	The State does not permit negotiations of LDs that could materially alter the terms and conditions under which the contract was agreed upon.
60		A.31, Intellectual Property, Work for Hire, and Copyright Permissions	Does the State agree that rights in any pre-existing proprietary materials and computer programs/software previously developed by the Contractor, as well as rights to any derivative works of that pre-existing IP, shall belong to the Contractor? If this is not correct, please explain.	The State acknowledges that Contractor retains ownership in any pre-existing proprietary materials and computer programs and software previously developed by the Contractor, as well as rights to any derivative works of the pre-existing intellectual property.
61		E.3, Special Terms and Conditions	We presume that the Contractor's obligation to indemnify the State under this provision applies only to the intellectual property in the form provided by the Contractor and as unmodified by the State? If this is not correct, please explain.	It is a correct belief and presumption of the Contractor that its obligation to indemnify the State should only apply to the IP in the form provided by the Contractor and unmodified by the State. The Contractor should not be held to provide an indemnity for any infringement to the extent it was from the modification of the services or combination of the services with software, hardware, data, or processes not provided to the State by the Contractor.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
62	General Question	Calendar of Events > References	Given COVID-19's current national effect (e.g., changing policies, states of emergency, school closures), would the State accept the submission of client references either after the stated proposal-response submission date (04/07/2020), or accept references in a different format, such as digital/electronic submissions?	The State has approval to accept electronic submissions of RFPs and references to accommodate respondent concerns relating to submitting materials during the COVID-19 pandemic.
63	28	C.19	The TDOE requires a sample external alignment and cognitive lab study. On page 11, 4.8.1 states that the full response contents and associated documents will become open to public inspection and become the property of the state of Tennessee. Since these documents of evidence belong to another state entity and are considered confidential, we request the ability to redact any submitted report or document used as evidence from another state. Is this acceptable? If not, does the TDOE have another suggestion for evidence?	Respondents should clearly mark any items it deems as confidential. Consistent with the Open Records Act, Tenn. Code Ann. §§ 10-7-101, et seq., the State will consider items so marked as confidential to the extent allowable under law.
64	p.10	Section 4.1	"response must address the final RFP (including its attachments) as amended." Please clarify how and in what section of their proposal respondents should acknowledge any amendments to the RFP.	Respondents' full proposal submission must be reflective of the final, most recent copy of the RFP language, including the information included in any amendments. This does not need to be included in any specific section of the proposal.
65	p.10	Section A.10	Please confirm if the sample materials for alternate assessments requested in Section A.10 on page 10 should be included within the response for A.10 or whether all sample materials, including those requested in	The sample materials for Section A.10 may be included within the response for A.10 or in the appendix to the proposal, each respondent is required to provide a response page number for each Mandatory Requirement Item in Attachment 6.2.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			C.14 on page 27, can be included in an appendix to the proposal.	
66	p.6	Section 3.1.2.1	“a respondent must <u>only</u> record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide <u>and must NOT record any other rates, amounts, or information.</u> Please confirm that while respondents may not alter or include other information on the Cost Proposal & Scoring Guide, that respondents may include a separate budget narrative as part of their cost proposal.	Respondents may include a budget narrative as long as information included in the narrative does not exceed the information outlined in the cost proposal guide.
67	p.4	Section A.5.g.	<p>Section A.5.g. page 4 and Section A.7.c.6 page 7 require the contractor to use existing TEA content.</p> <p>a.) Please describe the size of the existing item bank by content area, grade/subject, and item type.</p>	These sections describe using items already found in the State’s item bank. The State will provide information relating to the size of the item bank to the awarded contractor, however, respondents should assume the bulk of new assessment development for both formative and summative assessments in future years will be based on annual new item development and new field-tested items. The existing bank should not be relied upon as a significant source of items. The respondent should expect that the current development vendor will assist in the design of the first set of forms, if needed, as allowed for in the transition activities outlined in the pro forma contract.
			b.) What is the current inventory of available items for use in Year 1 and/or 2 for summative, interim, and formative item uses that will be coming from the previous vendor?	The State will provide information relating to the size of the item bank to the awarded contractor.
			c.) Please provide similar information for the alternate assessment.	The State will provide information relating to the size of the item bank to the awarded contractor.
			d.) Will any existing constructed response grade 2 ELA alternate assessment	No. Prompts previously developed have been field tested already. Depending on continued performance of items,

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			writing items need to be field tested during the five-year contract?	development and field testing may be needed in the future but is not currently anticipated.
68	p.8	Section A.7.d.	<p>“The Contractor shall develop at least two (2) complete Interim Assessments for grades 3 through 8 and two (2) complete Interim Assessments for EOC courses and at least 24 small Formative Assessments in Year one (1) of the Contract by providing Items/Item sets to build formative and interim forms.” How are the 24 assessments broken out across the content areas, grades, and subjects? How many items should be included in each formative assessment unit?</p>	<p>Respondents should assume that the 24 small formative assessments to be sets of 3-4 formative assessments in each of approximately 6 different grades and subject areas. These should be expected to be focused on early and middle school grades ELA and mathematics.</p>
69	p.18	Section A.36	<p>Please clarify what portion of the operational items are to be released annually, and if there are any exceptions such as linking or anchor items. The contract appears to include contradictory requirements.</p> <p>a.)Section A.36, page 18. “As required by state statute and policy, a portion of Items from the operational Assessment will be released to the public every year.”</p> <p>b. Section A.38, page 18. “The Contractor shall provide full form release for all Assessments beginning with the 2020-21 Administration for TCAP/EOC, TCAP/ACH, and TCAP/Grade 2. Full form release means that all operational Items used on the test Form will be publicly released, and it will have a guide upon release as described in A.36. above.”</p>	<p>Respondents should expect that annual release of items on any given grade level and subject area assessment will be at least 30% of operational items and up to 100% of operational items in future years. The State is currently working with its vendors to design and work toward an external anchor linking strategy that could be used for full-form release in future years. The State intends to make as many high-quality items available to be used by educators as possible.</p> <p>Given the strength of our existing item bank varies between grade levels and subject areas, the timeline of the transition to 100% release should not be expected to be consistent for all assessments. Respondents should be prepared to evaluate item bank and psychometric properties of all assessments to assist the State in planning toward full-form release. Some grade levels and subject areas may be eligible as early as 2020-21.</p>

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
70	p. 1	Section 1.1	The scope of work for general education assessments for social studies includes grades 3-8 and U.S. History. However, in Section A.39 on page 18 of the contract it states "Social studies grades 3-5 may be added in future years at the request of the State." Please clarify if Social studies grades 3-5 are included in the case contract or if a change order would be required.	The State does not currently develop or administer social studies assessments in grades 3-5. The grade levels and subject areas of state assessments are determined by the Tennessee State Board of Education. The State reserves the right to seek an amendment or change order if any changes approved by the State Board of Education necessitate an expansion of social studies tests into earlier grades.
71	P. 1	Section 1.1	The scope of work for alternate assessments includes grade 2 ELA and math, grades 3-8 science and social studies and alternate biology and U.S. history. In section A.39 on page 18 the scope of work does not include alternate assessments for social studies grades 3-5 or U.S. history. Please confirm if grades 3-5 or U.S. history should be included in the scope of work.	U.S. History-Alt should be included in the base scope of work. Please see amended language for section A.39 below. The State does not currently develop or administer social studies assessments in grades 3-5. The grade levels and subject areas of state assessments are determined by the Tennessee State Board of Education. The State reserves the right to seek an amendment or change order if any changes approved by the State Board of Education necessitate an expansion of social studies tests into earlier grades.
72	p.17	Section a.33	Section A.33 page 17 indicates that the alternate assessment will be budgeted as a change order and RFP Attachment 6.3 Cost Proposal only includes a single line related to alternate assessments ("New Alternate Assessment Development (A.33)"). Does the TDOE want all costs related to alternate assessments (e.g., specifications, bias meetings, item and form development, etc.) to appear in this single budget line?	No. Assessment development activities related to the existing scope of alternate assessments should be included in the appropriate line items (such as item specifications or paper-based test form). The State has amended the cost proposal worksheet to include a new line item for alternative item development. The "new alternate assessment development" line would only be used in the event the State decided to create a new alternate assessment that is not currently in operation.
73	P. 26	Section c.10	In Section C.10 on page 26 the RFP requests a plan for conducting analyses for field and operational tests. Can TDOE confirm that the Administration Vendor is	The administration vendor is currently contracted to conduct these analyses for summative assessments only. Respondent should demonstrate the ability to create psychometric analysis for items and test forms in development.

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			already contracted to conduct those analyses at all levels; summative, interim and formative? Or is the Administration Vendor contracted for only certain assessment and/or levels? If so, which ones?	Additionally, respondent should demonstrate the ability to conduct similar analysis for formative and interim assessments, as needed.
74		Section A.15.c	Section A.15 states, "all selected response items shall include Distractor Rationales." Please clarify for constructed response items where the response is a paragraph or an essay if exemplar responses are required in addition to the scoring rubric.	Anchor papers for each score in the scoring rubric are required to be provided and released publicly.
75	p. 5	Schedule of Events	The <i>Schedule of Events</i> on page 5 of the RFP only allows 6 business days between "State Response to Written Questions & Comments" and "Response Deadline." During this time respondents will need to update the test design, the technical and cost proposal, and print and ship their proposal. Would it be possible to move up the timeline for questions and comments or the state's response, or extend the response deadline to allow at least 10 business days in between when the state's responses are received and when proposals are due?	Please see RFP Schedule of Events in Section 1 of RFP Amendment 5.
76	p.19	Mandatory Requirements A.7 and A.8	The Mandatory Requirements A.7 and A.8 on page 19 are so specific that it will limit the number of responses that TDOE receives. There are just a few vendors in the industry that can meet these requirements. Can you clarify the objective of requiring these very specific mandatory quantities? Understanding this will help us to respond in	The state of Tennessee has one of the most comprehensive state summative testing programs in the country. Because of this, the ability of the awarded contractor to scale to accommodate the number of unique test forms and the large number of items required annually to enable full-form release cannot be understated. The variety of grade levels and subject areas means the awarded contractor will be required to have a significant amount of diversity of content expertise on staff (or sub-contracted).

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			a way that addresses the objective of the requirement.	<p>The quality of individual items (including multi-dimensionality and high-quality distractor rationales) is imperative as the State moves into supporting instructional decisions through formative assessment opportunities. The State believes the quality of the items it receives will be aligned to the strength of the awarded contractor's content staff, diversity of grade level experience, and program management expertise. Additionally, the program management required to successfully develop this scope of different forms, form versions, and items annually is significant. A respondent (or partnership of respondents) who has demonstrated success at this scale is well poised to respond to this request. Respondents who do not have experience at this scale may not be able to demonstrate their ability to support such a large variety of quality content and program management demands of this program.</p> <p>If specific historical data for this requirement is not available, the State will consider proposals submitted by prime and sub-contractor partnerships who, together, have portfolios of work that are similar in scope.</p>
77			Please clarify the number of letters required from state education agencies (SEA) in Section A—Mandatory Requirements. On page 19 requirements A7, A8, A9, and A10 all require a letter from a SEA. Are four separate letters required, or can one SEA verify the criteria are met for multiple requirements in a single letter?	<p>The State is open to receiving letters from individual SEAs that cover multiple requirements as long as it is well documented which letter corresponds to which criteria(s).</p>
78		Scope Section A.11	“The Contractor shall write or purchase new Items, Passages, and Common Stimuli each year during the Term for each Assessment. With the exception of all third party owned Passages and all third party owned Common Stimuli for which Contractor	<p>Access to high quality items and complex texts and passages will help set the standard for expectations on Tennessee assessments.</p> <p>The State will consider proposals that include the use of licensed items if the following are true: (1) the State will have</p>

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
			<p>has obtained permission for the State to use, the State shall have full and final perpetual ownership rights to all Items, Passages, and Common Stimuli developed by the Contractor for the State pursuant to this Contract. All Items, Passages, and Common Stimuli shall be works for hire by Contractor as set forth in subsection m below.”</p> <p>a.) This paragraph seems in conflict with requirement C.8 on page 25 which states “a letter of intent agreement must be included for proposals using existing products that are not the property of the Respondent. The agreement must include a timeline for all deliverables associated with the existing product(s).” Please confirm that TDOE will consider responses that propose a limited number of licensed items in order to shorten the test development cycle and reduce development costs.</p>	<p>permission to release associated items in accordance with the State’s intent to move toward 100% item release, and (2) the respondent can articulate how licensed items will be vetted for alignment with Tennessee State Standards.</p>
			<p>b.)Please clarify the statement “All Items, Passages, and Common Stimuli shall be works for hire by Contractor as set forth in subsection m below.” On what page of the RFP can subsection “m” be found?</p>	<p>This should read “as set forth in sections A.12. through A.18. below.” Please see the amended section language below.</p>
79		RFP Attachment 6.3	<p>Does TDOE intend to provide the <i>RFP Attachment 6.3 Cost Proposal & Scoring Guide</i> in Excel format? If so, would it be possible to receive this in advance to the state’s responses to questions on March 27?</p>	<p>Yes. This has been posted publicly on the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html</p>

	PAGE #	RFP Section/ QUESTION / COMMENT		STATE RESPONSE
80			Please confirm that the portfolio of sample items that are required in C.14 on page 27 are exempt from disclosure as described in 4.8.1 on page 11.	Respondents should clearly mark any items it deems as confidential. Consistent with the Open Records Act, Tenn. Code Ann. §§ 10-7-101, et seq., the State will consider items so marked as confidential to the extent allowable under law.
81			Are you open to bids that propose a solution for your interim and formative needs, but not the summative assessments?	Respondents may propose to use a subcontractor, subject to State approval, to meet Contract requirements. Notwithstanding the use of any approved subcontractors, Pursuant to Section D.7. of the pro forma contract, the prime contractor remains responsible for compliance with all contract requirements.
82			Are there any field testing expectations for the interim assessments being delivered at the beginning of the 20-21 school year?	No.

3. **Delete RFP Pro Forma Contract Section A.39.a. (3) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Pro Forma Contract Section A.39.a.(3) is updated as follows:
 Alternate Assessments (TCAP/Alt) include alternate science grades 3-8, alternate Biology, alternate social studies grades 6-8, and alternate U.S. History.

4. **Delete RFP Pro Forma Contract Section A.11. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Pro Forma Contract Section A.11 is updated as follows:
Item, Passage, and Common Stimuli Development. The Contractor shall write or purchase new Items, Passages, and Common Stimuli each year during the Term for each Assessment. With the exception of all third party owned Passages and all third party owned Common Stimuli for which Contractor has obtained permission for the State to use, the State shall have full and final perpetual ownership rights to all Items, Passages, and Common Stimuli developed by the Contractor for the State pursuant to this Contract. All Items, Passages, and Common Stimuli shall be works for hire by Contractor as set forth in sections A.12. through A.18. below. The Contractor shall field test new Items to replenish the Item Bank to the capacity requested by the State and maintain fresh Items for future test Administrations for all grade level and/or Content Areas for each Assessment. The State shall determine the percentage of fresh and nonredundant Items required by the Contractor for operational forms of each Assessment, which will be set at minimum to comply with current legal requirements. The Contractor agrees to adhere to any change in law, policy or statute that affects fresh and non-redundancy or Item release guidelines. The State reserves the right to include previously developed and/or implemented Items in the Item Bank, at its sole discretion.

5. Add the following to RFP Section 5. Evaluation & Contract Award 5.2.3. and renumber subsequent sections accordingly:

5.2.3. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.

6. Delete RFP Section 1.4.5 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. It is encouraged for suppliers to submit bids digitally.

7. Delete RFP ATTACHMENT 6.2 – Section B.17. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent:

- two (2) accounts Respondent currently services that are similar in size to the State; and
- three (3) completed projects.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced

account. The standard reference questionnaire, which must be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and ensuring they are e-mailed to the solicitation coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

E-mail:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail the reference with a copy of the standard reference questionnaire.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFQ Technical Response Deadline with the Subject line of the e-mail as "[Respondent Name] Reference for RFP 33111-00320."

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

8. Modify the following text in the RFP ATTACHMENT 6.4 – REFERENCE QUESTIONNAIRE (any sentence or paragraph containing revised or new text is highlighted):

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent. The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.). and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire; and follow either process outlined below:

Physical

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail

- email the completed Questionnaire to:

Tamara Byrd-Solicitation Coordinator

Tamara.Byrd@tn.gov

9. **Delete RFP Section 3.1.2.4. in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted):

A Respondent must submit the Cost Proposal to the State on a separate e-mail or CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., et. seq).

10. **Delete RFP Section 3.2 in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted):

3.2 Response Delivery

3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1 Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

“RFP #33111-00320 TECHNICAL RESPONSE ORIGINAL”

and Three (3) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP # 33111-00320 TECHNICAL RESPONSE COPY”

The sealed customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17 the only paper documents included in the document.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format properly

recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP #33111-00320 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-Mail Submission

3.2.2.2.1 Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled Both the subject and file name should both be clearly identified as follows:

“RFP #33111-00320 TECHNICAL RESPONSE ORIGINAL”

and WRITTEN NUMBER (NUMBER) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP # 33111-00320 TECHNICAL RESPONSE COPY”

The sealed customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17 the only paper documents included in the document.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled Both the subject and file name should both be clearly identified as follows:

“RFP #33111-00320 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33111-00320 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 33111-00320 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 33111-00320 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Tamara Byrd
State of Tennessee, Central Procurement Office
312 Rosa L. Parks Ave., 3rd Floor WRS Tennessee Tower
Nashville, TN 37243
615-532-2314
Tamara.Byrd@tn.gov

11. Modify RFP Section A – Mandatory Requirements #A.7. and A.8.

A.7. Provide evidence that the Respondent **(or partnership of respondent and proposed sub-contractors, taken together)** currently develops 17 or more unique Assessments for a single State Educational Agency (“SEA”) in a year. The 17 or more Assessments must be unique by grade and Content Area.
Acceptable evidence: Letter signed and dated from the SEA for whom the **Respondent (or partnership)** met this requirement, verifying the above met criteria. The letter must include the list, the grade, and Content Area for each Assessment developed and the year(s) the Assessments were developed.

A.8. Provide evidence that the Respondent **(or partnership of respondent and proposed sub-contractors, taken together)** currently develops, including writing, reviewing, and field testing, more than 2,000 new Items per year for a single SEA.
Acceptable evidence:
Letter signed and dated from the SEA for whom the **Respondent (or partnership)** met this requirement, verifying the above met criteria.

12. Add the following to RFP Attachment 6.3 Cost Proposal & Scoring Guide:

Item Development – Passage/Stimuli and Item Set Development (A.11.)	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set		300	
Item Development – Alternate Item Development (A.17.)	/ Item	/ Item	/ Item	/ Item	/ Item		200	

13. Add the following to RFP Attachment 6.6 Pro Forma Contract section C.3.b:

Item Development – Passage/Stimuli and Item Set Development (A.11.)	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set	/ Passage/Stimuli Item Set
Item Development – Alternate Item Development (A.17.)	/ Item	/ Item	/ Item	/ Item	/ Item

14. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.